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April 2, 2001

RFP 2001-30
AMENDMENT # 3

Request for Proposal 2001-30, as initially issued, is hereby amended.

REPLACE:

On page 9 replace paragraph 1.13 with the following:

1.13 Definition of "Mandatory" Requirements and "Desirable" Features:

Mandatory Requirements:

All mandatory requirements must be met in any contract awarded. The Offeror must respond to the mandatory section identifying if he or she can fulfill the requirements and how the proposed system will function. Substantiation to responses must be provided. The Commonwealth has established guidelines for offerors governing the interpretation of RFP requirements. The use of "shall" or "must" in this RFP or its official amendments indicates a requirement or condition that is mandatory (mandatory requirement), and shall not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth except as follows.

The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive informalities. The Commonwealth reserves the right to remove any mandatory requirement or condition after receipt of proposals if, in its sole judgment, none of the offerors will be able to fulfill the requirement. Removal of a mandatory requirement for such cause shall not affect the remainder the mandatory requirements of the solicitation. Notice of such removals would be posted.

Desirable Features:

There are a number of features that are considered desirable. Desirable Features are those that enhance the overall system and performance and are not considered mandatory. Desirable Features are important to the user in selecting a Contractor, but in order to permit Offerors to meet the requirements creatively, they are not specified as strictly

mandatory requirements. Offeror responses to desirable services should meet stated goals, objectives, or performance characteristics and identify how the proposed system meets the stated requirement. However, failure of an Offeror to meet desirable requirements is not disqualifying. Proposals that provide more of the desirable features or meet them more effectively than another proposal will be given stronger consideration in vendor selection.

REPLACE:

On page 11 replace paragraph 1.19 with the following.

1.19 Contractual Terms and Conditions

Contractual Terms and Conditions are attached to this document. Any document signed by persons other than the Contracts Manager, DIT, that modify the terms and conditions under which equipment and services are acquired under the resulting contract shall have no validity and the attached Terms and Conditions shall supersede all such agreements. Offerors should read and understand all of the Terms and Conditions prior to submitting a Proposal.

REPLACE:

On Page 30 and 30 replace paragraph 14 with the following:

14. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section

REPLACE:

On page 35 replace paragraph 25 with the following:

25. INSURANCE

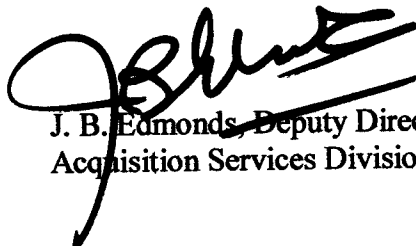
By signing and submitting proposal under this solicitation, the offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. The offeror further certifies that it and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. WORKER'S COMPENSATION – Statutory requirements and benefits.
2. EMPLOYERS LIABILITY - \$100,000
3. GENERAL LIABILITY - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Equipment and Completed Operations Coverage and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. AUTOMOBILE LIABILITY - \$500,000 – Combined single limit.

Due Date/Time

Proposals in response to RFP 2001-30 are due at 11:00 am on April 9, 2001.


J. B. Edmonds, Deputy Director
Acquisition Services Division

Cc: File

Agreement with Amendments to 2001-30

The undersigned, as a representative of the named firm, acknowledges receipt and compliance with all provisions of Amendments 1, 2 and 3 of the above referenced Request for Proposals.

Signature: _____

Firm: _____

Date: _____